

PARTNER SCHEDULE 4: AUDIENCE INFLUENCE SUBSCRIPTION TERMS

This Audience Influence Subscription Schedule (“**Audience Influence Schedule**”) is a Partner Schedule under the Master Partner Agreement between Demandbase and Partner dated [REDACTED] (the “**MPA**”). Capitalized terms not defined in this Audience Influence Schedule have the meanings given in the MPA.

1. Overview

Partner is engaged in the business of developing and licensing enterprise go-to-market services. Under this Audience Influence Schedule, Partner may purchase access to the Service to incorporate Demandbase’s account-based marketing and related go-to-market capabilities into Partner’s offerings for End Clients.

2. The Service

2.1. Permitted Use. During the Subscription Term, Partner may access and use the Service (including Demandbase’s DSP and advertising products) only for purposes in accordance with the Documentation and this Audience Influence Schedule, including any usage limits in an Order.

2.2. Competitive Solutions. If an End Client wishes to evaluate a solution provided by Partner that competes or overlaps with the Service (including Demandbase Data) (“**Competitive Solution**”), Partner will immediately suspend that End Client’s access to the Service for the duration of the evaluation period and will permanently discontinue access to the Service if the End Client enters into a commercial license for the Competitive Solution.

2.3. Users. Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Partner is responsible for its Users’ compliance with this Audience Influence Schedule and the MPA and for actions taken by Users through their accounts. Partner will promptly notify Demandbase if it becomes aware of any compromise of its User login credentials.

2.4. Restrictions. Except as authorized under this Audience Influence Schedule, Partner will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service on behalf of third parties, (c) use the Demandbase Data to populate its own IP-company database for resale to any third party, (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to Demandbase), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of a Demandbase Client), (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service, (h) systematically access the Service using “bots” or “spiders”, (i) interfere with the Service’s operation, circumvent its access restrictions or conduct any security or vulnerability test on the Service or (j) transmit any viruses or other harmful materials to the Service.

3. SLA and Support

During the Subscription Term, the Service will be subject to the SLA and Demandbase will provide Support in accordance with the Support Policy.

4. Partner Data

4.1. Partner Data Use. During the Term, Partner grants Demandbase the non-exclusive, worldwide right to use, copy, store, transmit, display, modify and create derivative works of Partner Data, but only to the extent necessary to provide the

Service and Support to Partner under this Audience Influence Schedule.

4.2. Security. Demandbase represents and warrants that it uses reasonable and appropriate technical and organizational measures designed to protect the Service and Partner Data as described in the Security Documentation.

4.3. Data Protection. Each party agrees to comply with the DPA.

5. Partner Obligations

5.1. Generally. Partner is responsible for Partner Data, including its content and accuracy, and agrees to comply with all Laws in using the Service.

5.2. Disclosures on End Client Properties. Where Demandbase Tags are deployed in accordance with Section 2.4, Partner will contractually obligate the End Client to provide Visitors all necessary notices, opt-out rights, cookie notices and/or consent to the processing of the Partner Data by Demandbase as contemplated under this Audience Influence Schedule.

6. Commercial Terms

6.1. Subscription Term. Unless otherwise specified in the applicable Order, each Subscription Term will renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

6.2. Fees and Taxes. Fees are as described in each Order and pricing shall be in accordance with Exhibit A to this Audience Influence Schedule, or as updated from time-to-time upon written notice. Fees are invoiced on the schedule in the Order and approved reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. All fees and expenses are non-refundable except as set out in Section 8.2 (Warranty Remedy), Section 9.4 (Mitigation and Exceptions) and the SLA, or if this Audience Influence Schedule is terminated for cause. Partner is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (“**Taxes**”), other than Demandbase’s income tax. Fees and expenses are exclusive of Taxes.

6.3. Affiliate Orders. An Affiliate of Partner may enter its own Order(s) as mutually agreed with Demandbase. This creates a separate agreement between the Affiliate and Demandbase incorporating this Audience Influence Schedule and the MPA with the Affiliate treated as “**Partner**.” Neither Partner nor any Partner Affiliate has any rights under each other’s agreement with Demandbase, and breach or termination of any such agreement is not breach or termination under any other.

7. Suspension and Take Down

7.1. Suspension. Demandbase may temporarily suspend Partner’s access to the Service and related services if Partner breaches Section 2.4 (Restrictions) or Section 5 (Partner Obligations), if Partner’s account is 30 days or more overdue or if Partner’s actions risk harm to other partners or the security, availability or integrity of the Service. Demandbase will provide Partner with prior notice of the suspension (email sufficing). Once

Partner resolves the issue requiring suspension, Demandbase will promptly restore Partner's access to the Service.

7.2. Take Down Requests. If Partner receives any take down requests or infringement notices related to Partner Data it must promptly: (a) stop using the related item with the Service and (b) notify Demandbase. If Demandbase receives any take down requests or infringement notices related to Partner, Demandbase will promptly notify the Partner of such requests and consult with Partner on next steps.

8. Audience Influence Warranties

8.1. Performance Warranty. Demandbase warrants to Partner that the Service (including the provision of any Demandbase Data) will (a) perform materially as described in the Documentation and in accordance with applicable law and regulation and (b) Demandbase will not materially decrease the overall functionality of the Service during a Subscription Term (the "Performance Warranty").

8.2. Warranty Remedy. If Demandbase breaches Section 8.1 and Partner makes a warranty claim within 30 days of discovering the issue, then Demandbase will use reasonable efforts to correct the non-conformity at no additional cost. If Demandbase cannot do so within 30 days of Partner's warranty claim, either party may terminate the affected Order related to the non-conforming Service. Demandbase will then refund to Partner any pre-paid, unused fees for the terminated portion of the Subscription Term. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Partner's services or other third-party systems or (c) Trials and Betas or other free or evaluation use.

8.3. Disclaimers. Except as expressly provided in Section 8.1, the Service, Demandbase Data, Support and all related Demandbase services provided under this Audience Influence Schedule are provided "AS IS." Demandbase makes no warranty as to the completeness, accuracy or content of any Demandbase Data. Without limiting its express obligations in Section 3 (SLA and Support) or Section 4.2 (Security), Demandbase does not warrant that Partner's use of the Service will be uninterrupted or error-free or that any data will be accurate or maintained without loss. Demandbase is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside Demandbase's control. The disclaimers in this Section 8.3 supplement Section 8.3 of the MPA.

9. Audience Influence Indemnification

9.1. IP Indemnification by Demandbase. Demandbase will defend Partner from and against any third-party claim to the extent alleging that the Service, when used by Partner as authorized in this Audience Influence Schedule, infringes a third party's U.S. or E.U. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Partner against any damages or costs awarded against Partner (including reasonable attorneys' fees) or agreed in settlement resulting from the claim.

9.2. Indemnification by Partner. Partner will defend Demandbase from and against any third-party claim to the extent resulting from a breach of Section 5 (Partner Obligations) and will indemnify and hold harmless Demandbase against any damages or costs awarded against Demandbase (including reasonable attorneys' fees) or agreed in settlement by Partner resulting from the claim.

9.3. Procedures. The indemnification procedures in Section 9.3 of the MPA apply to claims under this Section 9.

9.4. Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as Demandbase determines necessary to avoid material liability, Demandbase may at its option: (a) procure rights for Partner's continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Partner any pre-paid, unused fees for the terminated portion of the Subscription Term. Demandbase's obligations in this Section 9 do not apply (1) to infringement resulting from Partner's modification of the Service or use of the Service in combination with items not provided by Demandbase (including Third-Party Platforms), (2) to unauthorized use of the Service by the Partner, (3) if Partner settles or makes any admissions about a claim without Demandbase's prior consent, (4) to Trials and Betas or other free or evaluation use or (5) to infringement resulting from a Demandbase Client other than the most recent release. This Section 9 sets out Partner's exclusive remedy and Demandbase's entire liability regarding infringement of third-party intellectual property rights under this Audience Influence Schedule.

10. Audience Influence Liability

10.1. Liability Cap for this Schedule. Each party's entire liability arising out of or related to this Audience Influence Schedule (excluding Excluded Claims as defined below) will not exceed in aggregate the amounts paid or payable by Partner to Demandbase during the prior 12 months under this Audience Influence Schedule. For the avoidance of doubt, this cap is separate from and in addition to any liability cap applicable under other Partner Schedules.

10.2. Excluded Claims. "Excluded Claims" for purposes of this Audience Influence Schedule means: (a) Partner's breach of Section 2.4 (Restrictions) or Section 5 (Partner Obligations), (b) either party's breach of Section 6 of the MPA (Confidentiality) (but excluding claims relating to Partner Data or Website Data) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 9 (Audience Influence Indemnification).

11. Trials and Betas

If Partner receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering ("Trials and Betas"), use is permitted only for Partner's internal evaluation during the period designated by Demandbase (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Demandbase may never release, and their features and performance information are Demandbase's Confidential Information. Notwithstanding anything else in this Audience Influence Schedule or the MPA, Demandbase provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$50.

12. Co-Marketing

Any co-marketing terms will be set forth in the applicable Order(s).

13. Audience Influence Term and Termination

13.1. Schedule Term. This Audience Influence Schedule starts on the date of execution and continues until expiration or termination of all Subscription Terms under this Audience Influence Schedule.

13.2. Termination for Cause. Either party may terminate this Audience Influence Schedule (including all Orders hereunder) if the other party (a) fails to cure a material breach of this Audience Influence Schedule within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. In the event of Partner's termination of this Audience Influence Schedule for Demandbase's uncured material breach, Demandbase will pro-rata refund any pre-paid fees paid for the remainder of the Subscription Term.

13.3. Effect of Termination. Upon expiration or termination of this Audience Influence Schedule or an Order, Partner's access to the Service will cease. At the disclosing party's request, the receiving party will delete all of the disclosing party's Confidential Information specific to this Audience Influence Schedule and, upon request, promptly certify as to the deletion. Partner Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the confidentiality restrictions in the MPA.

13.4. Survival. The following Sections of this Audience Influence Schedule survive expiration or termination: 2.4 (Restrictions), 5 (Partner Obligations), 6.2 (Fees and Taxes), 8.3 (Disclaimers), 9 (Audience Influence Indemnification), 10 (Audience Influence Liability), 13.3 (Effect of Termination) and 13.4 (Survival), in addition to the survival provisions of the MPA.

14. Subcontractors

Demandbase may, with Partner's prior written consent, use subcontractors and permit them to exercise Demandbase's rights under this Audience Influence Schedule, but Demandbase remains responsible for their compliance with this Audience Influence Schedule and the MPA.

15. Open Source

Demandbase Clients may incorporate third-party open source software ("OSS"), as listed in the Documentation or by Demandbase upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Audience Influence Schedule or the MPA.

16. Definitions

The following definitions apply to this Audience Influence Schedule. To the extent any defined term in this Section 16 conflicts with a definition in Section 13 of the MPA, the definition in this Section 16 controls for purposes of this Audience Influence Schedule.

"Ads Policy" means the Demandbase Ads Policy, the current version of which is at <https://demandbase.com/ads-policy/>.

"Advertising Service" means advertising services as identified in the applicable Order.

"Content" means text, images, videos or other content provided by Partner for ads used with the Advertising Service or use on End Client Properties in connection with the Personalization Service.

"Demandbase Client" means any application program interfaces, browser extensions, mobile applications or other code made available to Partner by Demandbase for use with the Service.

"Demandbase Data" under this Audience Influence Schedule excludes Partner Data and Website Data.

"Demandbase Tags" means Demandbase's JavaScript, pixels, cookies or other similar technology or code for implementing the Service. Unless otherwise specified, "Service" includes the Demandbase Tags.

"Documentation" means Demandbase's usage guidelines and standard technical documentation for the Service, as may be modified from time to time.

"DPA" means the Data Protection Addendum between the parties, available at <https://www.demandbase.com/data-processing-agreement/>. (References to "Customer" in the DPA will be read as Partner.)

"End Client" means the clients of the Partner whose Visitors' organizations are identified using the Service.

"End Client Properties" means the root domains of the website(s) controlled by End Client as identified in the applicable Order.

"Order" means an order for access to the Service, Support or related Demandbase services that is executed by the parties and references this Audience Influence Schedule.

"Partner Data" means any data, content or materials that Partner (including its Users) submits or makes accessible to the Service, including from Third-Party Platforms. Partner Data includes Content unless otherwise specified. Partner Data does not include Website Data.

"Personalization Service" means web page personalization services as identified in the applicable Order.

"Policies" means the Ads Policy, Security Documentation, Support Policy and SLA.

"Security Documentation" means the Demandbase security policy, the current version of which is at <https://www.demandbase.com/security-policy/> (or such other URL as may be notified by Demandbase from time to time) or any other relevant security information, as made available to Partner by Demandbase.

"SLA" means the Demandbase GTM Platform Availability and Support Services, the current version of which is at <https://www.demandbase.com/terms-of-service-support/>.

"Subscription Term" means the term for Partner's use of the Service as identified in an Order.

"Support" means support for the Service as described in the Support Policy. Partner's Support level will be identified in its Order.

"Support Policy" means the Demandbase GTM Platform Availability and Support Services, the current version of which is at <https://www.demandbase.com/terms-of-service-support/>.

"Third-Party Platform" means any platform, add-on, service or product not provided by Demandbase that Partner elects to integrate or enable for use with the Service.

"User" means any employee or contractor of Partner or its Affiliates or End Clients that Partner allows to use the Service on its behalf.

"Visitor" means an end user of an End Client Property.

"Website Data" means data about Visitors collected through the Demandbase Tags placed on End Client Properties, which may include device information (such as Visitor's IP address), cookies, or other technical information (such as web browser type, operating system or timestamp). Website Data does not include Partner Data.